

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

IFB-DGS-OFA-AIR-2001-SWA

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Department of General Services, Office of Fleet Administration

CONTRACTOR'S NAME

Southwest Airlines Co.

2. The term of this

Agreement is:

July 1, 2001 through June 30, 2002

**3. The maximum amount \$
of this Agreement is:****4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:**

Exhibit A – Scope of Work

Page(s) 1-3

Exhibit B – Special Terms & Definitions

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* Exhibit C – General Terms and Conditions

GTC201
(Number)5/03/01
(Dated)

Attachment 2 – Bid/Bidder Certification Sheet

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Attachment 3 – Intra California Awarded City-Pairs

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Attachment 4 – Out of State Awarded City-Pairs

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The following documents are included by reference and hereby made part of this agreement, and are on file with the Office of Fleet Administration, Sacramento, CA.

1. Invitation for Bid (IFB-DGS-OFA-Air-2001) and Addendums 1 & 2.
2. Contractor's Bid including Bid Submission spreadsheet (Attachments 3 & 4)

*View at www.dgs.ca.gov/contracts**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
Southwest Airlines Co.		
BY (Authorized Signature)	DATE SIGNED)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
2702 Love Field Drive HDQ 5ME, Dallas, TX 75235		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of General Services, Office of Fleet Administration		
BY (Authorized Signature)	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per _____
Timothy Bow, Chief		
ADDRESS		
802 Q Street, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

1. Authorization For State Employees

Tickets at the bid fares will be made available to state employees traveling on authorized state business when ordering directly from an airline or from an authorized travel agent when payment is made by:

- A. An **American Express Business Travel Account**.
- B. An **American Express Corporate Charge Card** clearly marked "State of California" or with the California State University Campus initial/name.
- C. A **state agency check** made payable to the airline.

2. State Employee Defined

For the purpose of this IFB, a state employee is an officer or employee of the Executive Branch of California State Government. This includes employees of the California State University System (CSU), University of California System (UC), and California Community Colleges.

3. Optional Users

Tickets at the bid fares will be made available to optional users traveling on authorized state business when ordering directly from an airline or from an authorized travel agent. In addition to the officers and employees of the Executive Branch, the following may, but are not required to, obtain services under these contracts providing they are on authorized state business:

- A. Non Salaried:
Persons who are on official state business and whose travel expenses are paid by the State (this includes volunteers, members of official task forces, consultants and members of some commissions and boards, and wards of the State).
- B. Elected Constitutional Officers:
Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers.
- C. State Legislative Branch:
Members of the State Senate, Members of the State Assembly, and Legislative staff members.
- D. State Judicial Branch:
Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, and the Judicial Council of California.
- E. Executive Protection:
Persons providing executive protection to anyone authorized to use these contracted rates.

4. Y-CAL Designation

In signing a contract for any city-pair, the bidder agrees to designate the state contracted air fare as a Y-CAL rate and agrees not to use the Y-CAL designation for air fares for city-pairs for which the carrier does not have a state contract.

5. Authorization For Optional Users

The methods of payment listed above for authorization of state employees shall apply to optional users. It is permissible for the contractor to work out other methods of authorization for optional users, providing it ensures that only authorized persons traveling on valid state business use the contracted fares, and payment is by a state agency and not by a private party.

6. **Contractor Responsibilities**

A contractor will furnish authorized state travelers with one-way air travel between cities of a city-pair in either direction at the Y-CAL fare, and provide the authorized state traveler with the same services provided to the general public in unrestricted scheduled coach service, including food and baggage handling, subject to the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company. A contractor shall make reservations for authorized state travelers on the same basis as for regular coach service travelers and shall not discriminate in favor of any other travelers.

7. **Electronic Access**

The State's direction is to put more business processes on an electronic medium. Over the term of any resulting contract, the contractor and the State shall discuss options and make reasonable best efforts to enable the State to access contracted fares via an electronic medium.

8. **Insurance**

Contractor will provide a certificate of liability insurance with limits of at least \$100 million.

9. **Refunds**

Contractors are required to refund any or all portions of an unused ticket including unused ticketless transactions to the State of California.

10. **Taxes**

Federal, state and local taxes, if applicable, are to be included in all price bids. Any increase of Federal, state and local taxes for the period July 1, 2001 through June 30, 2002 will not apply to negotiated contract rates.

11. **Passenger Facility Charges**

All Passenger Facility Charges (PFCs) are to be excluded from all price bids.

12. **Bonuses**

To the extent possible, contractors shall not issue any type of frequent flyer bonuses or club membership bonuses to individuals for tickets purchased under the terms of this contract.

13. **Flight Availability Requirements**

Each city-pair has a flight availability requirement listed on the bid submission form that must be maintained during the life of the contract. If the contractor fails to meet the flight availability requirement during the life of the contract, the contractor must notify the departmental contact person(s) in writing five (5) days before the effective date of the schedule change. If the contractor fails to meet the flight availability requirement, the State may, at its sole option, cancel the contract or award a second contract for that city-pair. During the term of the contract, the flight numbers and times of departure may change, as long as the contractor maintains sufficient flights to meet the flight availability requirements.

A. Unless specifically exempted, all flights within a contract city-pair that meet solicited minimum flight time standards will be made available to the State of California travelers, not merely the minimum flights required by the IFB.

14. **State Responsibility**

Upon award of the city-pair contracts, the Department of General Services will distribute to all state agencies a list of city-pair contractors, requirements and procedures for use of service.

15. **Identification**

The State does not provide a system for personal identification as a state employee common to all state agencies.

16. **Exceptions**

The State of California, for individual trips of authorized state travelers, will not be required to obtain services from the contractor(s) if: (1) space or flight schedules are not available to accomplish the purpose of the travel, or use of available contract service would require the traveler to incur unnecessary costs which would increase the total cost of the trip; or (2) a non-contract carrier offers a lower fare available to the general public, the use of which will result in a lower **TOTAL** trip cost to the State. Total trip cost includes the combined costs of transportation, overnight lodging, meals and related expenses. NOTE: THIS EXCEPTION DOES NOT APPLY IF THE CONTRACTED CARRIER(S) OFFERS A COMPARABLE FARE AND HAS SEATS AVAILABLE AT THAT FARE, OR IF THE LOWER FARE OFFERED BY A NON-CONTRACT CARRIER IS RESTRICTED TO STATE OF CALIFORNIA TRAVELERS ON OFFICIAL GOVERNMENT BUSINESS.

Note to carriers: The State requires that all employees or their travel agencies provide justification for any use that is an **exception** to the State contract.

17. **Project Representatives**

The project representatives during the term of this agreement will be:

State Agency: Department of General Services	Contractor: Southwest
Name: Donna Carey	Name: Mark Erickson
Phone: (916)327-2068	Phone: (214)792-4788
Fax: (916)327-2076	Fax: (214)792-4018

EXHIBIT B

SPECIAL TERMS & DEFINITIONS

1. **Non-stop**

For the purpose of this IFB, a non-stop flight is a flight with no stops between the two cities of a city pair.

2. **One-stop**

For the purpose of this IFB, a one-stop flight is a flight with one stop between the cities of a city pair. To qualify as a one-stop flight for this IFB, the total flight time from scheduled time of departure to scheduled time of arrival may not be more than double the flight time of a non-stop flight between the city pair.

3. **Simplified and Standardized Fare**

For the purpose of this IFB, a simplified and standardized fare is a single fare to be charged by the carrier(s) between specified Northern and Southern California city pairs.

Southwest Inter-California Awarded City-Pairs

City-Pair	Southwest
Burbank - Sacramento	\$84
Ontario – Sacramento	\$84
Sacramento – San Diego	\$84
Burbank – Oakland	\$84
San Diego - Oakland	\$84
Oakland – Ontario	\$84
Oakland – Santa Ana	\$91
Los Angeles – San Jose	\$49
Ontario – San Jose	\$81
San Diego – San Jose	\$49
Burbank – San Jose	\$81
San Jose - Santa Ana	\$49

Southwest Out of State Awarded City-Pairs

City-Pair	Southwest
Las Vegas NV – Oakland	\$77
Las Vegas NV – Sacramento	\$98
Portland OR - Sacramento	\$67
Salt Lake City UT – Los Angeles	\$77
Las Vegas NV – San Jose	\$62
Portland OR – Los Angeles	\$90
Phoenix AZ – Ontario	\$67
Portland OR – Oakland	\$67
Portland OR – San Jose	\$67
Albuquerque NM – Los Angeles	\$99
Phoenix AZ – Burbank	\$67
Las Vegas NV – Ontario	\$81
Las Vegas NV – Burbank	\$81
Reno NV – San Jose	\$54
Las Vegas NV – San Diego	\$67
Phoenix AZ – San Diego	\$67
Kansas City Intl MO – Los Angeles	\$132
Chicago IL Midway – Los Angeles	\$154


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CALIFORNIA STANDARD INCORPORATED LANGUAGE

This web page was updated: 2/20/2001

Listed here are all versions of the approved incorporated language clauses. Previous versions incorporated into prior agreements may be viewed in the Archive Section.

CCC-201	Standard Contractor Certifications updated 2/20/2001
GIA-101	Standard Language used in Interagency Agreements Between State Agencies updated 1/1/2001
GTC-201	Standard Language for use in Standard Agreements updated 2/20/2001
GTC-SF101	Standard Language for use in Standard Agreements using the Short Form Contract (Std 210) effective 01/01/2001
Archive Section	Previously incorporated language used in prior agreements. These language clauses continue to be valid for the prior contracts still in effect.